



Request for Proposal

Solicitation #: 294260
Date Issued: October 12, 2016

Issued To:

{Insert Potential Supplier Address}

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

Contract Specialist:
Mario Amaro
H7-08
(509) 376-0227
Mario_Amaro@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business (4:00 P.M., PST) on **October 26, 2016** to the address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.



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A.0 Solicitation

A.1 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code 561320 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$27.5 million.

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business by submitting a proposal or an offer to this solicitation.

A.2 Small Business Set Aside – Solicitation

(A03) Rev. 2 08/20/2013

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone Small Businesses. Any resulting Subcontract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines.

In general:

- Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.
- Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a [“preponderance of the evidence”](#) that they are disadvantaged. All individuals must have a net worth of less than \$750,000.00, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.

The following Small Business Concerns must be certified by the Small Business Administration (SBA):



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- [HUBZone Small Business Qualifications:](#) A firm can be found to be a qualified HUBZone concern, if:
 - It is [small](#),
 - It must be owned and controlled by at least 51% by U.S. Citizens, a Community Development Corporation, an agricultural cooperation, and/or Indian tribe,
 - It is [located in an “historically underutilized business zone”](#) (HUBZone), and
 - At least 35% of its employees must reside in a HUBZone.

A.3 Required Price Support Information

(A15) Rev. 2 12/04/2013

The Subcontractor is required to submit information sufficient to determine that the prices or costs being charged are fair and reasonable. Such information may include pricing, sales, or cost information that is pertinent to establishing the pricing or costs being charged.

Certified cost or pricing data need not be submitted when:

1. When pricing is controlled, by law or regulation, by periodic rulings, reviews, or similar actions of a governmental body.
 - a. To qualify for this exemption, Subcontractor will need to submit the controlling document establishing the price offered.
2. Commercial* items as defined in [FAR 2.101](#).
 - a. To qualify for this exemption, Subcontractor will need to submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price of this acquisition. Such information may include:
 - i. For catalog items - a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or Lower Tier Subcontractor;



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- Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - ii. For market-priced items - the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - iii. For items included on an active Federal Supply Service Multiple Award Schedule contract - a copy of the appropriate pages for the offered items, Schedule cover page, terms and conditions, unless already on file with the contracting office.
3. Additional supporting information, to the extent necessary to determine whether the price is fair and reasonable.

The Subcontractor grants the Buyer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify the reasonableness of the price. For items priced using catalog or market prices, or law and regulation, access does not extend to cost or profit information or other data relevant solely to the Subcontractor's determination of the prices to be offered in the catalog or marketplace.

A.4 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation.
2. Other Proposal Methods

Proposals, upon approval by Contract Specialist, may be submitted by E-mail (preferred), telephone, fax, mail, or hand delivered. The original proposal form and certifications must be sent to the Contract Specialist when requested as confirmation.

3. Late Proposals

A proposal is considered late if it is received at the office designated in the solicitation after the exact time and date specified for receipt and will not be considered unless:

- a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in



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response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or

- b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- c. It is the only proposal received.

4. Proposal Changes

Any modification of a proposal, including the Contract Specialist's request for "Best and Final Offer," is subject to the same conditions as in the "Late Proposals" section above.

5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice to the Buyer at any time prior to award. A Subcontractor, or its authorized representative, may withdraw proposals in person, provided their identity is made known and they sign a receipt for the proposal.

A.5 Financial Capability Determination

(A39) Rev. 0 03/14/2011

Prior to Award, the Buyer reserves the right to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Subcontract. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Subcontractor's financial capabilities.

A.6 Proposal Submission Requirements

(A96) Rev. 0 7/15/2010

There may or may not be an award made as a result of this Solicitation. MSA is under no obligation to pay the Offeror for the preparation or submittal of any response to this Solicitation.

Offeror shall insert the necessary information required on the Solicitation. Any proposals not submitted in accordance with the Solicitation may be considered nonresponsive. Unless otherwise requested, Offeror is to propose price and delivery based upon their normal work week. In addition, Offeror is to specify basis of normal workweek (i.e., number of days/week and number of hours/day).



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Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, Offerors signature on their proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions stated and referenced by this Solicitation. Interpretations established by the Offeror to any part of this Solicitation may be considered an exception. In case of doubt, Offeror should request clarification from Buyer. If there are any exceptions to the requirements of the Solicitation, the price offered should be based on the Solicitation's requirements and the exception(s) priced as alternates. If Offeror's proposal is based only on the proposed exceptions, it must be recognized that this may be grounds for a determination that such a proposal is non-responsive.

Any questions or requests for additional information relative to the Solicitation must be submitted in writing to the Buyer's representative responsible for issuing the Solicitation. Copies of replies to questions will be furnished to all Offerors.

Proprietary Information

Offerors whose proposals include any data that they do not want disclosed to the public for any purpose, or used by Buyer or the Government except for evaluation purposes, shall:

A. Mark the title page of their proposal with the following legend:

“This proposal includes data that shall not be disclosed outside Buyer or the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a Subcontract is awarded to this Offeror as a result of, or in connection with, the submission of this data, Buyer and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Subcontract. This restriction does not limit Buyer’s nor the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];” and

B. Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

A.7 Conflict of Interest Disclosure and Representation

(A102) Rev. 1 5/01/2014

It is the Buyer’s policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. To address this matter, the Subcontractor is to consider the relevant circumstances



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surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The Subcontractor is to insert the following statement into any proposal response to MSA:

Subcontractor hereby certifies that [] there is not or [] there is a potential conflict of interest. If there are any real or potential concerns, they shall be disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort.

A.8 Foreign Ownership, Control, or Influence (FOCI) Certification

(A105) Rev. 0 2/18/2016

The scope of work for this solicitation requires either (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5M plus of government property, and/or (4) unescorted access to a limited/protected area. Therefore, a FOCI determination by the U.S. Department of Energy will be required in order to process a facility clearance for your company. A facility clearance needs to be issued before any resultant subcontract can be awarded.

The following information is required to be submitted with your proposal in order to be considered technical responsive to this request for proposal:

If your company currently possesses a facility clearance issued by either the U.S. Department of Energy or by another federal agency, please provide the information below as part of your proposal:

Contractor holding the clearance:		
Facility Code:	Name, Address, and Zip Code:	Cognizant Security Office (Name, Address, and Zip Code):



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Additionally, please submit a current copy of the SF-328 Form, Certificate Pertaining to Foreign Interests, with your proposal.

If your company does not currently hold a facility clearance, please provide the legal name of your company, the corporate and any local address and zip code for your company. Also please submit a current copy of the SF-328 Form, Certificate Pertaining to Foreign Interests, with your proposal.

A.9 Foreign Nationals

(A106) Rev. 0 5/25/2016

If the Subcontractor intends to propose any foreign nationals (non-US citizens) that information must be a part of the Subcontractor's proposal. They will be processed in accordance with MSA's Unclassified Visits and Assignments by Foreign Nationals prior to commencement of the work. This process could add from a few days up to several weeks of lead time depending on the country of origin and the subject matter involved.

B.0 Award (DRAFT)

B.1 Award Notification

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on TBD, the Subcontractor is awarded a TBD Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of \$TBD. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

B.2 Labor Rate Schedule

(A99) Rev. 0 4/12/2011

The Labor Rates proposed below are for Work performed in accordance with this Subcontract. All rates in the Labor Rate Schedule shall be firm and fixed during the period of performance of the Subcontract. All allowable hours billed shall be as identified in the labor rate schedule



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below. There is no overtime premium notwithstanding the number of hours worked during the day.

LABOR RATE SCHEDULE

Name of Individual	Labor Category	Fully Burdened Hourly Fixed Unit Rate

C.0 QA / Inspection Requirements – Not Applicable

D.0 Description/Statement of Work – See Section J

D.1 Reimbursement of Overtime – Staff Augmentation Subcontracts

(C38) Rev. 1 7/18/2016

Subcontractor personnel providing professional and staff augmentation support under this Subcontract are expected to work the hours necessary to accomplish the task. Reimbursement for time worked by these individuals above the standard work hours (40 hours in a Monday-Friday work week or 80 hours in a two week billing schedule) will be considered when the work hours are authorized by the Buyers Technical Representative (BTR) or their Manager.

Authorization of overtime hours by subcontracted staff is documented through the BTR/Manager approval of the individuals CLTR timecard. It is the Subcontractor's responsibility to ensure individual overtime billing rates are incorporated into the subcontract prior to any individual working above the standard work hours. As a general rule overtime will not be ratified except under unusual and unique circumstances.

Additionally, MSA will provide reimbursement only for hours where productive work is performed in pursuit of the subcontracted scope. Work associated with Subcontractor company business, travel time to or from the work place assignment, or for any Project closeout will not be reimbursed as a direct charge.

E.0 Transportation Instructions – Not Applicable

F.0 Schedule – Not Applicable

G.0 Delivery/Performance



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G.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on TBD and shall end on September 30, 2018 unless extended by the parties or terminated by other provisions of this Subcontract.

H.0 Subcontract Administration

H.1 Authorized Personnel

(G03) Rev. 0 1/28/2010

Only the following named individuals are authorized to make changes to this Subcontract or Purchase Order:

Contract Specialist, Mario Amaro, (509) 376-0227, Mario_Amaro@rl.gov

Contracts Lead, Claire Neville, (509) 376-4113, Claire_L_Neville@rl.gov

H.2 Electronic Mail Capability

(G11) Rev. 0 3/14/2011

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.

H.3 Closeout Certification

(G19) Rev. 1 5/23/2013

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within sixty working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Buyer.

Final Release is located at http://www.hanford.gov/pmm/files.cfm/Final_Release_MSA.pdf.



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H.4 Invoices and Payments – Contracted Labor Time Recording (CLTR) System

(G045) Rev. 0 2/27/2012

Billable Hour Submittals

Billable hours worked by any Staff Augmentation Contracted Labor Resource (CLR) under this Subcontract must be recorded and approved in the Buyer's CLTR system. The Buyer will automatically generate an invoice (Auto Invoice) based on the labor hour data recorded and approved in CLTR from which payment will be made. Therefore, the Subcontractor is not required to submit invoices for CLR time.

Invoices

The Buyers CLTR system will generate an Auto Invoice for each release for CLRs with time recorded and approved in the CLTR system.

The Auto Invoice will include all time cards which were approved during the invoice period. The invoice shows the period of time recorded and the approved date.

A copy of the Auto Invoice will be emailed to the Subcontractor in PDF file format. It is the Subcontractor's responsibility to provide the Contract Specialist with any changes to the email address. A single PDF invoice file will contain all Subcontracts and/or releases with submitted and processed time for that invoice period. Each release will be shown on a separate page in the PDF invoice file.

Invoice Period

Auto Invoices will be processed and distributed on the third Wednesday of each month. The invoice period will run from Monday of the invoice processing week through the Sunday preceding the next processing.

Subcontractor Action Required

Ensure that all of your personnel who have been designated to record their time in the CLTR system are doing so promptly and accurately.

Upon receipt of the invoices, review the CLR's time to ensure it is accurate. Contact your CLR and the Buyer's Technical Representative to discuss any discrepancies.

Corrections and Changes



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If an error is found in a time record, the CLR will be required to submit a corrected time record (through the CLTR system). Payment adjustments for the corrected time record will be processed in the next invoice period.

- Recording hours worked and submitting the time cards for approval in the CLTR system constitutes Subcontractors certification that the hours are correctly charged for work performed and that Subcontractor is requesting payment in accordance with the Subcontract. Use of the CLTR invoice process does not relieve Subcontractor of any record keeping or accounting requirements.

H.5 Terms of Payment

(G047) Rev. 0 7/14/2014

Payment terms are net 30 days, unless otherwise agreed upon in writing, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

I.0 Special Requirements

I.1 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

NOTICE: Daily work schedules and facility operations are **NOT** consistent on the Hanford Site. Many organizations and facilities **observe Friday closures.**

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

I.2 Key Personnel

(H23) Rev. 0 3/14/2011

Subcontractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of the Buyer. If any of these individuals are unavailable for assignment for work under this Subcontract, the Subcontractor, with written approval from the Buyer, shall replace such individual with an individual equal in abilities and qualifications.



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The following named individuals have been determined to be key personnel assigned to the performance of this Subcontract:

I.3 Limitation of Funds

(H29) Rev. 0 3/14/2011

1. Although the parties have negotiated the ceiling price of a not-to-exceed amount of \$TBD for this Subcontract, it is understood that sufficient funds for the full scope of the work are not presently available. It is anticipated that additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is reached.
2. The Subcontract specifies the amount presently available for payment, the items covered, and the period of performance the amount will cover. The Subcontractor agrees to perform (or have performed work) on the Subcontract up to the point at which the total amount paid and payable under the Subcontract approximates but does not exceed, the total amount actually allotted on the Subcontract.
3. The Subcontractor shall notify the Contract Specialist in writing whenever the total costs it expects to incur under this Subcontract in the next 30 days will exceed 85 percent of the total amount allotted to this Subcontract. The notice shall state the estimated date when such amount will be reached, and the estimated amount of additional funds required for continuing performance for the period specified in the schedule. If, after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed upon date, the Buyer shall, upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, and pursuant to the provisions of the Termination clause of this Subcontract.
4. Except as provided by other provisions of this Subcontract, the following are stated to be exceptions to this clause:
 - a. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted to this Subcontract; and
 - b. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the amount has been increased and specifies the revised total allotted amount.
5. No notice, communication, or representation in any form or by anyone other than the Contract Specialist, shall affect the allotted amount of this Subcontract. In the absence of



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the Subcontractor's notification (paragraph 3 above), the Buyer is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted to this Subcontract whether incurred during the course of performance period, a termination, or result of an audit.

6. Any costs the Subcontractor incurs before a modification shall be allowable to the same extent as if incurred afterward, unless this Subcontract was terminated.
7. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they result in a modification to the Subcontract
8. If the Buyer does not allot sufficient funds to allow completion of the work, the Subcontractor is entitled to a percentage of the fee specified in this Subcontract equaling the percentage of work completed.

I.4 Inspection of Services

(H37) Rev. 0 3/14/2011

1. Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.
2. Subcontractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the Buyer. However, Buyer acceptance does not relieve the Subcontractor in any way for full performance responsibility.
3. Complete records of all inspections performed by Subcontractor on work related to the requirements of this Subcontract shall be maintained and made available to the Buyer during Subcontract performance, and for as long afterwards as is required by the DEAR clause 970.5204-9 (modified) of the General Provisions of this Subcontract.
4. The Buyer reserves the right to inspect and test all services called for by the Subcontract, to the extent practicable, at all times and places during the term of the Subcontract. This right shall extend to any of Subcontractor's sub-tier subcontractors whose work applies directly to this Subcontract. Subcontractor shall make such provisions as necessary in its contracts and sub-tier subcontracts to ensure the preservation of this right. The Buyer shall perform inspections and tests in a manner that will not unduly delay the work.
5. If the Buyer performs inspections or tests on Subcontractor's premises or those of Subcontractor's sub-tier subcontractor(s), Subcontractor shall furnish, and shall require its sub-tier subcontractors and suppliers to furnish without additional charge, all reasonable



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facilities and assistance for the safe and convenient performance of such inspections or tests.

6. If any of the services provided by Subcontractor do not conform to Subcontract requirements, the Buyer may require Subcontractor to perform the services again in conformity with Subcontract requirements with no increase in Subcontract price. When defects in services cannot be corrected by re-performance, the Buyer may: (1) require Subcontractor to take necessary action to ensure that future performance conforms to contractual requirements and (2) reduce the Subcontract price to reflect the reduced value of the services performed.
7. If Subcontractor again fails to promptly perform the services or to take necessary action to ensure that future performance is in conformity with contractual requirements, the Buyer may: (1) by Subcontract or otherwise, perform the services and charge Subcontractor any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Provisions of this Subcontract.

I.5 Designation of Technical Representative

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop/email: David Palmer/(509) 373-5422/G3-49/David_E_Palmer@rl.gov.

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.



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I.6 Subcontract Options

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to the most current Subcontract end date. Lacking written notice by the Buyer, the option(s) will expire with the Subcontract.

Option Period 1: 10/01/2018 – 09/30/2019

I.7 Environmental, Safety and Health

(H101) Rev 1 7/31/2014

All work performed on the Hanford site shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements. See Special Provision SP-5, section 3.

Based on a review of the work scope for this Subcontract, the Buyer has determined that this Subcontract merits increased attention to safety performance. Accordingly, Subcontractor is required to apply the guiding principles and core function of ISMS as referred to in the Special Provisions.

I.8 Testing Designated Position (TDP)

(H105) Rev. 0 3/14/2011

The positions designated below have been identified “Testing Designated Positions (TDPs)” for performance of this Subcontract and as required in DEAR 970.5223-4, 10 CFR 707 (Workplace Substance Abuse Program (WSAP) at DOE Sites). The WSAP applies to all personnel working in positions that are directly involved with duties whereby failure of an employee to adequately discharge his or her position could significantly harm the environment, public health or safety, or national security.

Subcontractor employees working in TDPs will undergo random testing as described in with the MSC Workplace Substance Abuse Program (WSAP). MSA will treat all such testing and results as confidential personal data, and confide any positive results only with designated Subcontractor points of contact. Copies of the MSC WSAP Operational Plan and Subcontractor Substance Abuse



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Testing Process are available upon request. These documents are to be shared only with those that have a need to know for the purpose of performing this Subcontract.

Subcontractor employee(s) assigned to Testing Designated Positions must pass WSAP testing prior to Subcontract award and on a continuing basis as a condition of acceptable Subcontract performance.

A Subcontractor employee who is reported by the testing Subcontractor to have failed the test will be immediately removed from the site and:

- Will be denied access to the site, and
- Cause the Subcontractor to be considered in material violation of the Subcontract.

If a Subcontractor employee refuses to comply with the testing process they will be treated in all respects as if tested positive for an illegal drug.

TDP(s) & designated Subcontractor Personnel are identified below:

I.9 Requirements for Lower Tier Subcontracting

(H119) Rev 0 9/15/2011

1. Any lower tier subcontractor shall be bound by all required flow down requirements and expectations set forth in Subcontractor's Subcontract. Subcontractor's contract with lower tier subcontractors shall specifically call out the provisions of MSA's SP-5, Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the MSA Statement of Work applicable to the lower tier's efforts.
2. Any lower tier subcontract issued shall include a clause or provision to further flow down these requirements to subsequent lower tier subcontractors.
3. Copies of executed lower tier subcontracts shall be furnished to the cognizant Contract Specialist.

I.10 Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors

(H122) Rev. 2 4/7/2015

This Subcontract is subject to the provisions of the [*Non-Disclosure Agreement \(NDA\)*](#) and [*Intellectual Property \(IP\) Agreement*](#). The Subcontractor shall complete the form and submit it to



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the designated Contract Specialist for any Subcontractor individual who will be performing work under this Subcontract.

J.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

J.1 Limitation of Liability - Services

(I36) Rev. 0 3/14/2011

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).
2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel," as used in this clause, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
 - a. All or substantially all of the Subcontractor's business;
 - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after



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Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.

4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.

J.2 Security

(I37) Rev. 0 3/14/2011

1. Responsibility

- a. It is the Subcontractor's duty to safeguard all classified information, Special Nuclear Material, and other U.S. Department of Energy (DOE) property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Buyer any classified matter in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of this Subcontract.
- b. If retention by the Subcontractor of any classified matter is required after the completion or termination of the Subcontract and such retention is approved by the Buyer, the Subcontractor will complete a certificate of possession to be furnished to Buyer specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Buyer, the security provisions of this Subcontract will continue to be applicable to the matter retained. Special Nuclear Material will not be retained after the completion or termination of this Subcontract.

2. Regulations

- a. Subcontractor agrees to conform to all security regulations and requirements of DOE.

3. Definition of Classified Information - the term "Classified Information" means restricted data, formerly restricted data, or national security information.



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4. Definition of Restricted Data - the term “Restricted Data” means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of Special Nuclear Material; or (3) the use of Special Nuclear Material in the production of energy, but shall not Include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.
5. Definition of Formerly Restricted Data – the term “Formerly Restricted Data” means all data removed from the restricted data category under section 142.D of the Atomic Energy Act of 1954, as amended.
6. Definition of National Security Information – the term “National Security Information” means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to executive order 12356 or prior Subcontracts to require protection against unauthorized disclosure, and which is so designated.
7. Definition of Special Nuclear Material (SNM) – the term “SNM” means: (1) Plutonium, uranium enriched in the isotope 238 or in the isotope 235, and any other material which pursuant to the provisions of section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special Nuclear Material, but does not Include source material; or (2) any material artificially enriched by any of the foregoing, but does not Include source material.
8. Security Clearance of Personnel
 - a. The Subcontractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954 as amended, executive order 12356, and the DOE’s Regulations or Requirements applicable to the particular level and category of classified information to which access is required.
9. Criminal Liability
 - a. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or any person under the Subcontractor’s control in connection with work under this Subcontract, may subject the Subcontractor, its Agents, Employees, or lower-tier Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C, 2100 *et seq.*; 18 U.S.C. and 794, and executive order 12356).



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10. Subcontracting

- a. Except as otherwise authorized in writing by the Buyer, the Subcontractor shall insert provisions similar to the foregoing in all Subcontracts and lower-tier Subcontracts under this Subcontract.

J.3 General Provisions – Commercial

(Revision 03, July 23, 2015)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

J.4 Special Provisions – On-Site (Formerly SP-5)

(Revision 01, December 15, 2014)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

J.5 Special Provisions – Security And Facility Clearance

(Revision 00, February 18, 2016)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

K.0 List of Attachments

K.1 Statement of Work (SOW)

The attached Statement of Work: SAS Physical Access Control System Program Manager Dated: September 19, 2016 revision: 0 identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

L.0 Signatures - RESERVED

M.0 Representations and Certifications

M.1 Anti-kickback Certifications

(L02) Rev. 0 2/2/2010

By responding to this solicitation, the Offeror or Subcontractor certifies that he/she has not:



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1. Provided, attempted to provide, or offered to provide, any kickback;
2. Has not solicited, accepted, or attempted to accept any kickback; and/or
3. Included, directly or indirectly, the amount of any kickback, in the Subcontract price proposed by the Offeror or Subcontractor to the Buyer. (For interpretation of the term Subcontractor Kickback, see Title 41 U.S.C. Chapter 87, Sections 701 and 8702).

M.2 Certification Regarding Substance Abuse at DOE Sites

(L14) Rev. 0 3/14/2011

Any Subcontract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, "Workplace Substance Abuse Programs at DOE Sites."

Offeror certifies and agrees that it will provide to the Buyer its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707 pursuant to this solicitation, within 30 days after notification of selection for award or award of a Subcontract, whichever is occurs first.

In addition to other remedies available to Buyer or to the DOE in lieu of the Buyer, this certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

Subcontractor Acknowledgement of Federal Online Representations and Certifications

(L16) Rev. 2 9/07/2012

Mission Support Alliance, LLC ("MSA"), relies upon Subcontractor's current representations and certifications within a Federal web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. Effective August 2012, that Federal system is now System for Award Management (SAM) at www.sam.gov.

By submitting a proposal to MSA in response to this solicitation, the Subcontractor is certifying that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted is current and accurate;



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3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;
4. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
5. All Subcontractor employees who may work on MSA's premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA's program for controlled substances;
6. Subcontractor's information in the MSA's registration system is current (no more than 12 months old); and
7. Subcontractor will update SAM on an annual basis.